

APPENDIX B

FedEx Ground's Appendix B:
Table Comparing Plaintiffs' Characterization of the Independent Service Provider Agreement (ISPA) and
Transportation Service Provider Agreement (TSPA) to Their Actual Terms

Plaintiffs' Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>"Under a standardized policy, FedEx Ground agrees with the third-party 'Contract Service Providers' (CSPs) to handle payroll and certain other personnel functions for these employees." (Pls.' Mem. 1, ECF No. 287.)</p>	<p>"[Service Provider] agrees to: . . . (C) assume sole responsibility for payroll deductions and maintenance of payroll and employment records, and for compliance with Applicable Law, including without limitation, wage payment, final payment of wages, required withholdings from wages, deductions, overtime, and rest and meal periods, and, at the request of FXG, provide evidence of such compliance[.]" (ISPA § 6.2(C); TSPA § 6.2(C).)ⁱ</p>
<p>"FedEx's standardized policies are part of a uniform 'Independent Service Provider' (ISP) model that defines the job duties and work relationship for the employee-drivers." (Pls.' Mem. 1.)</p>	<p>"No officer, agent or employee of FXG has authority to direct either [Service Provider] or [Service Provider's] 'Personnel' (defined in Section 6.2) as to the methods, manner or means employed to provide the 'Contracted Services' (defined in Attachment A-2 to Schedule A) or achieve the 'Contracted Service Results' (defined in Attachment A-2 to Schedule A)." (ISPA § 1.2.)</p> <p>"No officer, agent or employee of FXG has authority to direct either [Service Provider] or [Service Provider's] 'Personnel' (defined in Section 6.2) as to the methods, manner or means employed to provide the contracted 'Services' (defined in Section 3.3) or to achieve 'The Contracted Service Results' (defined in Section 3.4)." (TSPA § 1.2.)</p> <p>"[Service Provider] agrees to: . . . (C) assume sole responsibility for payroll deductions and maintenance of payroll and employment records, and for compliance with Applicable Law, including without limitation, wage payment, final payment of wages, required withholdings from wages, deductions, overtime, and rest and meal periods, and, at the request of FXG, provide evidence of such compliance[.]" (ISPA § 6.2(C); TSPA § 6.2(C).)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“In accordance with the ISPA, the CSPs provide the delivery vehicles by lease to FedEx, and the vehicles are typically kept on FedEx’s docks in the stations.” (Pls.’ Mem. 3.)</p>	<p>“Lease and Use of Equipment. Pursuant to the United States Department of Transportation (‘DOT’) regulations at 49 CFR Part 376 (‘Leasing Regulations’), [Service Provider] agrees to lease to FXG the Equipment listed in Schedule B and to utilize the Equipment for the provision of the Services. FXG agrees to issue to [Service Provider] a ‘Statement of Lease’ showing that the Equipment is leased to FXG, and [Service Provider] agrees to carry the Statement of Lease on the Equipment at all times. [Service Provider] further agrees that the Statement of Lease will constitute the receipt for the Equipment required by the Leasing Regulations.” (ISPA § 8.1.)</p> <p>“Lease and Use of Equipment. Pursuant to USDOT regulations at 49 CFR Part 376 (‘Leasing Regulations’), [Service Provider] agrees to lease to FXG the Equipment listed in Schedule B and to utilize the Equipment for the provision of the Services. FXG agrees to issue to [Service Provider] a ‘Statement of Lease’ showing that the Equipment is leased to FXG, and [Service Provider] agrees to carry the Statement of Lease on the Equipment at all times. [Service Provider] further agrees that the Statement of Lease will constitute the ‘Receipt for Possession of the Leased Equipment’ required by the Leasing Regulations.” (TSPA § 8.1.)</p> <p>“Selection, Replacement, Addition and Substitution of Equipment. The selection (including number and cargo capacity), replacement and addition of Equipment are within the discretion of [Service Provider], provided that the Equipment (1) consists of tractors, cargo vans, straight trucks or trailers pulled by cargo vans or straight trucks, (2) is white in color with bed heights that are flush with the conveyor walkways or other access to the negotiated load/unload positions in the FXG Station, and (3) is of a size that allows for closure of exterior FXG Station doors and maneuverability within the FXG Station. [Service Provider] may substitute for the Equipment on a temporary basis, not to exceed 30 days Service Provider agrees that the Equipment will meet all DOT requirements set forth in 49 CFR Part 393 and other safety requirements imposed by law.” (ISPA § 8.2.)</p> <p>“Selection, Replacement, Addition and Substitution of Equipment. The selection (including number, cargo capacity and trailer towing capabilities), replacement and addition of Equipment are within the discretion of [Service Provider], provided that the Equipment (1) consists of tractors or straight trucks, (2) is white in color, and (3) is of a size and power configuration sufficient to perform the Services requested by FXG. [Service Provider] may add supplemental power or substitute the Equipment on a temporary basis, not to exceed 30 days, provided the insurance requirements of Section 11 below have been satisfied. [Service Provider] agrees that the Equipment will meet all USDOT requirements as set forth in 49 CFR Part 393 and any safety, emission, noise or other Equipment-related requirements under Applicable Law.” (TSPA § 8.3.)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“FedEx uniformly requires that the vehicles are ‘for FXG’s exclusive possession, control, and use’ when used to provide services under the contract; that ‘FXG will assume complete responsibility for the operation of the Equipment for the duration of the Agreement’; and that ‘[w]hile the Equipment is on FXG premises . . . FXG will have access to the cargo areas of the equipment.’” (Pls.’ Mem. 4.)</p>	<p>“Use by FXG. The Equipment will be for FXG’s exclusive possession, control, and use when [Service Provider] is providing Services under this Agreement. FXG will assume complete responsibility for the operation of the Equipment for the duration of the Agreement as required by 49 CFR Part 376. While the Equipment is on FXG premises, [Service Provider] agrees that FXG will have access to the cargo areas of the Equipment for the purpose of loading and unloading packages, scanning packages and verifying FXG’s load condition and accuracy. <i>Notwithstanding the provisions of this Section 8.8(A), FXG will have no right or authority, without the consent of [Service Provider], to operate the Equipment for any purpose.</i>” (ISPA § 8.8(A) (emphasis added); <i>see also</i> TSPA § 8.8(A).)</p> <p>“(B) Use by [Service Provider]. [Service Provider] may use the Equipment for other commercial or personal purposes, provided that during such times, [Service Provider] removes or masks FXG’s DOT number and all logos, marks and insignia identifying FXG, and provided further that such use is in compliance with 49 CFR Part 376.” (ISPA § 8.8(B).)</p> <p>“(B) Use by [Service Provider]. In its complete discretion, [Service Provider] may or may not use the Equipment for other commercial or personal purposes, provided that during such times [Service Provider] removes or covers FXG’s USDOT number and all logos, marks and insignia identifying FXG, and provided further that such use by [Service Provider] is in compliance with 49 CFR Part 376.” (TSPA § 8.8(B).)</p>
<p>FedEx Ground “requir[es] use of ‘FedEx-provided operational software.’” (Pls.’ Mem. 5.)</p>	<p>“FXG uses two-way, cellular/satellite communications devices and certain associated equipment (‘Scanners’) <i>as the primary means of recording the Customer-required signatures of recipients and tracking package location and status for Customers. The Parties acknowledge that the collection and dissemination of such data is part of the Services for which Customers pay.</i> [Service Provider] agrees, at [Service Provider’s] expense, to purchase or lease the Scanners in sufficient quantity to provide the [Contracted] Services.” (ISPA § 9.2 (emphasis added); <i>see also</i> TSPA § 9.2.)</p> <p>“[Service Provider] further agrees (1) to allow FXG to have access to any Scanners which [Service Provider] provides to install and update FXG-provided operational software, (2) to allow FXG to retrieve data from any Scanners [Service Provider] provides in the event of a Scanner failure, and (3) to keep the Scanners [Service Provider] provides free of any software applications that may conflict with the operation of FXG-provided software.” (ISPA § 9.2.)</p> <p>“[Service Provider] further agrees (1) to grant FXG permission to have access to any Scanners which [Service Provider] provides to install and update FXG-provided operational software, (2) to grant FXG permission to retrieve data from any Scanners [Service Provider] provides in the event of a Scanner failure, and (3) to keep the Scanners [Service Provider] provides free of any software applications that may conflict with the operation of FXG-provided software. FXG agrees to make available to [Service Provider] contact information for third-party manufacturers or suppliers of Scanners.” (TSPA § 9.2.)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“All vehicles used under the ISP model must have FedEx Ground’s DOT number on them, as well as a prominent marking on both sides of the truck stating that the vehicle is ‘operated by FedEx Ground.’” (Pls.’ Mem. 4.)</p>	<p>“Optional Vehicle Brand Promotion. The Parties agree that <i>[Service Provider] need not display FXG logos on its vehicles</i> (aside from government-required carrier identification) when providing the Services, unless [Service Provider] has elected to do so in Schedule C of the Agreement.” (ISPA § 8.3(C) (emphasis added).)</p> <p>“If [Service Provider] has elected to participate in optional . . . ‘Vehicle Brand Promotion,’ FXG agrees to pay [Service Provider] as set forth [herein]. . . . FXG further agrees to pay [Service Provider] the negotiated weekly ‘Vehicle Brand Promotion Charge’ . . . for each vehicle the Parties agree will be enrolled in Vehicle Brand Promotion.” (ISPA Schedule C § 1.8.)</p> <p>“Selection, Replacement, Addition and Substitution of Equipment. The selection (including number, cargo capacity and trailer towing capabilities), replacement and addition of Equipment are within the discretion of [Service Provider], provided that the Equipment (1) consists of tractors or straight trucks, (2) is white in color, and (3) is of a size and power configuration sufficient to perform the Services requested by FXG. [Service Provider] may add supplemental power or substitute the Equipment on a temporary basis, not to exceed 30 days, provided the insurance requirements of Section 11 below have been satisfied. [Service Provider] agrees that the Equipment will meet all USDOT requirements as set forth in 49 CFR Part 393 and any safety, emission, noise or other Equipment-related requirements under Applicable Law.” (TSPA § 8.3.)</p>
<p>“FedEx Ground’s standard contracts with the service providers also require adherence to common appearance and image standards, to ‘maintain a favorable brand identity’ for FedEx.” (Pls.’ Mem. 5.)</p>	<p>“Optional Apparel Brand Promotion. The Parties agree that [Service Provider’s] <i>Personnel need not wear FXG designated apparel</i> when providing the Services, unless [Service Provider] has elected to do so in Schedule C of the Agreement.” (ISPA § 6.5(C) (emphasis added).)</p> <p>“If [Service Provider] has elected to participate in optional ‘Apparel Brand Promotion’ . . . FXG agrees to pay [Service Provider] as set forth [herein]. . . . In exchange for [Service Provider’s] participation, FXG agrees to pay [Service Provider] the negotiated weekly ‘Apparel Brand Promotion Charge’” (ISPA Schedule C § 1.8.)</p> <p>“Apparel Display Standard. Consistent with [Service Provider’s] status as a corporation, [Service Provider] agrees to display the name of its business on apparel worn by its Personnel while providing Services under this Agreement in accordance with identification and display standards posted on <i>MyGroundBiz</i>.” (ISPA § 6.5(B).)</p> <p>“[Service Provider] agrees to ensure that its Personnel present with an appearance consistent with reasonable Customer expectations and refrain from wearing any items of clothing or jewelry that could pose a safety hazard.” (TSPA § 6.6.)</p> <p>“Branded Apparel; Display Standard. [Service Provider] further agrees to display the name of its business on branded apparel worn by its Personnel while providing Services under this Agreement in accordance with the identification and display standards posted on <i>MyGroundBiz.com</i>.” (TSPA § 6.6(A).)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“Drivers must use only vehicles that are white in color, free of markings, ‘appropriately imaged and clean every day’, and that bear the FedEx unit number, name, and motor carrier number.” (Pls.’ Mem. 5.)</p>	<p>“The selection (including number and cargo capacity), replacement and addition of Equipment <i>are within the discretion of [Service Provider]</i>, provided that the Equipment (1) consists of tractors, cargo vans, straight trucks or trailers pulled by cargo vans or straight trucks, (2) is white in color with bed heights that are flush with the conveyor walkways or other access to the negotiated load/unload positions in the FXG Station, and (3) is of a size that allows for closure of exterior FXG Station doors and maneuverability within the FXG Station. . . . [Service Provider] agrees that the Equipment will meet all DOT requirements set forth in 49 CFR Part 393 and other safety requirements imposed by law.” (ISPA § 8.2 (emphasis added) & Schedule B.)</p> <p>“Selection, Replacement, Addition and Substitution of Equipment. The selection (including number, cargo capacity and trailer towing capabilities), replacement and addition of Equipment are within the discretion of [Service Provider], provided that the Equipment (1) consists of tractors or straight trucks, (2) is white in color, and (3) is of a size and power configuration sufficient to perform the Services requested by FXG. [Service Provider] may add supplemental power or substitute the Equipment on a temporary basis, not to exceed 30 days, provided the insurance requirements of Section 11 below have been satisfied. [Service Provider] agrees that the Equipment will meet all USDOT requirements as set forth in 49 CFR Part 393 and any safety, emission, noise or other Equipment-related requirements under Applicable Law.” (TSPA § 8.3.)</p>
<p>“Drivers must meet a standard set of FedEx criteria to be approved by FedEx to work.” (Pls.’ Mem. 5.)</p> <p>“If Drivers do not meet FedEx’s criteria, they are not eligible to work under FedEx’s contracts with service providers.” (Pls.’ Mem. 6.)</p>	<p>“[Service Provider] agrees to ensure that drivers assigned by it to provide Services under this Agreement furnish the information required by 49 CFR 391.21, relating to background information, and meet the requirements set forth at 49 CFR 391.11.” (ISPA Schedule I § 1.1, as amended in Schedule of Amendments.)</p> <p>“[Service Provider] agrees to ensure that drivers assigned by it to provide Services under this Agreement meet the standards set forth in 49 CFR 391.41 by the following: (A) passing the medical examination described in 49 CFR 391.43, performed periodically as referenced in 49 CFR 391.45 and conducted by a designated medical examiner as defined in 49 CFR 390.5; [and] (B) passing a controlled substances and/or alcohol screening under applicable procedures established to meet the objectives of 49 CFR 391.41(b)(12 and 13) . . .” (ISPA Schedule I § 1.2.)</p> <p>“[Service Provider] agrees that all Personnel assigned by it either to operate or to be in a commercial motor vehicle (‘CMV’) while providing Services under this Agreement will meet all applicable background, training and safety operating standards set forth in Schedule E, including its attachments, if any.” (TSPA § 6.4(B).)</p>
<p>“Under its standard contracts with Service Providers, FedEx requires that Drivers be disqualified from doing work for FedEx if they violate FedEx’s rules and requirements.” (Pls.’ Mem. 6.)</p>	<p>“NEWLY ASSIGNED DRIVERS. Consistent with the motor carrier duties set forth in the Federal Motor Carrier Safety Regulations, including 49 CFR 383.51, [Service Provider] . . . agrees that a driver will not be initially assigned by it to provide Services under this Agreement if, during the prior 60 consecutive months, the driver has a record of committing any of the offenses listed in Section 1.3(A) through 1.4(H) below . . . (A) refusal to submit to or failure to pass a drug or alcohol test requested by a law enforcement official . . .” (ISPA Schedule I § 1.3.)</p> <p>“CURRENTLY ASSIGNED DRIVERS. Consistent with the motor carrier duties set forth in the Federal Motor Carrier Safety Regulations, including 49 CFR 383.51, [Service Provider] . . . agrees that from the date FXG or [Service Provider] first learns of the offense(s) set forth below, [Service Provider] will no longer assign a driver to operate a CMV under this Agreement . . . as set forth in Sections 1.4(A) through 1.4(W) below . . . (A) refusal to submit to or failure to pass a drug or alcohol test requested by a law enforcement official . . .” (ISPA Schedule I § 1.4.)</p> <p>“The Parties agree that all drivers providing services under this Agreement will meet the criteria set forth in 49 CFR 391.11 [and . . .] 49 CFR 391.41.” (Decl. of Konecky Ex. 17, at 46–47 (“Linehaul Contractor Operating Agreement – Safe Operating Practices”).)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“FedEx uniformly requires that Drivers be ‘removed from providing Services immediately’ where a customer objects to the driver’s presence.” (Pls. Mem. 7.)</p>	<p>“If at any time FXG has a reasonable basis to believe that [Service Provider] Personnel present an imminent threat to safety or security and time is of the essence, [Service Provider] agrees that such Personnel will be removed from providing Services immediately and until the matter has been investigated and resolved. [Service Provider] further agrees to cooperate with FXG in any related investigations.” (ISPA § 6.4(H); TSPA § 6.4(F).)</p> <p>“If a Customer objects to the presence of any Personnel, or if either FXG or [Service Provider] has a reasonable basis to believe that any Personnel pose a risk to the safety or security of business operations or any persons affected by such operations, [Service Provider] agrees not to assign such Personnel to provide Services under this Agreement until the complaint or incident has been investigated and resolved. [Service Provider] further agrees to cooperate with FXG in any related investigation.” (ISPA § 6.4(G); TSPA § 6.4(E).)</p>
<p>“FedEx Ground has an across-the-board prohibition against allowing Drivers to work for a competitor of FedEx Ground while they are still providing services to FedEx Ground under the TSPA or ISPA.” (Pls.’ Mem. 7.)</p>	<p>“[Service Provider] shall have sole and complete discretion in the staffing, selection, hiring, training, supervision, assignment, hours and days worked, discipline, termination, compensation, benefits, and all other terms and conditions of employment of its Personnel assigned to provide Services under this Agreement, subject to . . . the condition that [Service Provider’s] Personnel assigned by it to provide Services under this Agreement not be employed by or under contract with a competitor of FXG.” (ISPA § 6.4.)</p> <p>“The Parties agree that, in addition to the services [Service Provider] provides to FXG under this Agreement, [Service Provider] is free to, or free not to, separately contract with and provide services to other companies.” (TSPA ¶ 1.1(C).)</p>
<p>“FedEx Ground has a standard operating procedure of using ‘Business Discussions’ to address ‘negative service results’ under the ISPAs and TSPAs.” (Pls.’ Mem. 7.)</p>	<p>“[Service Provider] agrees that it will designate from its Personnel a ‘Business Contact’ at each FXG Station(s) [Service Provider] provides services for purposes of administering day-to-day operations under this Agreement, including business results and decisions related to Personnel.” (ISPA § 6.3.)</p> <p>“[Service Provider] agrees that it will identify from its Personnel a ‘Business Contact’ for each FXG Hub or FXG Station where [Service Provider] provides services for purpose of administering day-to-day operations under this Agreements, including business results and decisions related to Personnel.” (TSPA § 6.3(B).)</p> <p>“Subject to Section 15.2, neither Party can unilaterally terminate this Agreement at will. Either Party may, however, by giving notice to the other Party, terminate this Agreement for cause in the event that the other Party (1) commits a material breach of this Agreement, or (2) commits more than one breach which collectively constitute a material breach of this Agreement. . . . [U]pon receiving notice of an opportunity to cure, the Parties will have seven days to remedy the breach, if possible, and to take steps to ensure that similar future breaches will not occur If within seven days the breaching Party demonstrably remedies any breach and takes steps to ensure that similar breaches will not occur in the future, termination of this Agreement will not be warranted.” (ISPA § 15.3; <i>see also</i> TSPA § 15.3.)</p> <p>“The Parties acknowledge that this Agreement has no provision for renewal or automatic renewal and further acknowledge that there is no express or implied obligation upon either Party to enter into a subsequent agreement for the Services upon the expiration of this Agreement. However, if the Parties agree in writing, either the Expiration Date or the Termination Date of the Agreement may be extended in weekly increments one or more times not to exceed 52 weeks in total (‘Extension Period’) beyond the original Expiration Date or Termination Date.” (ISPA § 15.4.)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“FedEx Ground also requires that the [linehaul] routes be completed within a ‘specified time frame’ or ‘run time’ set by FedEx.” (Pls.’ Mem. 13.)</p>	<p>“FXG agrees that [Service Provider] has the right to provide, or to decline to provide, the Services under the terms and conditions set forth in Schedule A. Whenever [Service Provider] exercises its ‘Right to Decline Service’, [Service Provider] agrees to provide reasonable notice of its declination to FXG.” (TSPA § 3.5.)</p> <p>“The Parties agree that [Service Provider] retains exclusive authority to determine the best means to meet such Customer expectations and demands, including complete discretion over and responsibility for routes traveled, type and number of equipment, and staffing and personnel decisions.” (TSPA § 1.1(E).)</p> <p>“[Service Provider] agrees to timely provide the Services to FXG and Customers compatible with the schedules, expectations and requirements of Customers for pickup, transportation, and delivery.” (TSPA § 3.4(A).)</p>
<p>“On the P&D side, the ISPA’s require ‘as many packages as FXG has available’ be picked up or delivered in the service provider’s designated ‘service area.’” (Pls.’ Mem. 13.)</p> <p>“[P]ackages must be delivered ‘in time to meet service commitments,’ with ‘Pickup Windows,’ ‘time certain’ delivery and ‘appointment delivery.’” (Pls.’ Mem. 13.)</p>	<p>“<i>Subject to [Service Provider’s] Right to Decline Service</i> under Section 3 of Attachment A-2 to Schedule A, [Service Provider] agrees to provide the following Premium Services when purchased by FXG Customers,” including “Appointment Delivery,” “Evening Delivery,” and “Date Certain Delivery.” (ISPA Schedule E § 7 (emphasis added).)</p> <p>“[Service Provider] has the right to provide, or to decline to provide, the Contracted Services” in specified situations, including certain customer requests. (ISPA Attachment A-2 to Schedule A § 3.)</p> <p>“FXG agrees that [Service Provider] has the right to provide, or to decline to provide, the Services under the terms and conditions set forth in Schedule A. Whenever [Service Provider] exercises its ‘Right to Decline Service’, [Service Provider] agrees to provide reasonable notice of its declination to FXG.” (TSPA § 3.5.)</p>
<p>“FedEx Ground also requires compliance with additional customer-facing procedures.” (Pls.’ Mem. 13.)</p>	<p>“[Service Provider] has sole and complete discretion in the staffing, selection, hiring, training, supervision, assignment, hours and days worked, discipline, termination, compensation, benefits, and all other terms and conditions of employment of its Personnel assigned to provide Services under this Agreement[.]” (ISPA § 6.4; <i>see also</i> TSPA § 6.4.)</p>

Plaintiffs’ Characterization of ISPA or TSPA	Actual Contract Language from ISPA and TSPA
<p>“Indeed, the TSPAs give FedEx the right to adjust routes and requirements at its discretion based on ‘operational needs’; ‘business volume’; or ‘to respond to customer needs and demands.’” (Pls.’ Mem. 14.)</p>	<p>“FXG agrees that [Service Provider] has the right to provide, or to decline to provide, the Services under the terms and conditions set forth in Schedule A. Whenever [Service Provider] exercises its ‘Right to Decline Service’, [Service Provider] agrees to provide reasonable notice of its declination to FXG.” (TSPA § 3.5.)</p>
<p>“Nonetheless, FedEx has no policies or protocols to ensure that the Drivers have the opportunity to take timely, compliant, and off-duty meal and rest periods.” (Pls.’ Mem. 14.)</p>	<p>“[Service Provider] agrees to: . . . (c) assume sole responsibility for payroll deductions and maintenance of payroll and employment records, and for compliance with Applicable Law, including without limitation, wage payment, final payment of wages, required withholdings from wages, deductions, overtime, and rest and meal periods, and, at the request of FXG, provide evidence of such compliance[.]” (ISPA § 6.2(C); <i>see also</i> TSPA § 6.2(C).)</p>

ⁱ All quotations for Independent Service Provider Agreements (ISPAs) are to Exhibit 5 of Plaintiffs’ Declaration of J. Konecky, ECF No. 293-1, all quotations to the Transportation Service Provider Agreements (TSPAs) are to Exhibit 6 of Plaintiffs’ Declaration of J. Konecky, ECF No. 293-2, and all quotations for ISPA Schedules are to Declaration of T. Means, Exhibit C, which is Exhibit 1 to the Declaration of S. Daley.